

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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NATIONAL FOOTBALL LEAGUE and NFL	:
PROPERTIES LLC,	:
Plaintiffs,	:
	: 06 Civ. 9921 (LAK)
v.	:
COMERCIAL LT BARODA S.A. D/B/A BETUS and	: <u>PERMANENT INJUNCTION</u>
COMMERCIAL L.T. BARODA (CANADA) LTÉE	: <u>AND FINAL JUDGMENT ON</u>
D/B/A BETUS,	: <u>DEFAULT</u>
Defendants.	:
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WHEREAS, this action having been commenced by the National Football League (the "NFL") and NFL Properties LLC ("NFL Properties") (collectively, "Plaintiffs") against Comercial LT Baroda S.A. d/b/a BetUS and Commercial L.T. Baroda (Canada) Ltée d/b/a BetUS (collectively, "Defendants" or "BetUS") on October 18, 2006 by the filing of a Complaint asserting that Defendants have engaged in trademark infringement under federal and New York law, trademark dilution under federal and New York law, false designation of origin, false representations and false advertising, unfair competition, deceptive acts and practices, breach of contract and tortious interference with contractual relations through Defendants' extensive unauthorized use of the distinctive and famous trademarks of the NFL and its thirty-two member clubs ("Member Clubs") (collectively, the "NFL Marks") and their unauthorized Super Bowl tickets promotion; and

WHEREAS, copies of the Summonses and the Complaint were properly served on Defendants pursuant to Federal Rule of Civil Procedure 4(f)(2)(C)(ii); and

WHEREAS, Defendants have not filed an answer or otherwise moved with respect to the Complaint; and

WHEREAS, the Clerk of the Court issued a Certificate of Default against Defendants on December 6, 2006;

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED that:

1. Defendants, their agents, officers, directors, servants, employees, representatives, attorneys, related companies, successors, assigns, affiliates and all others in active concert or participation with any of them, are hereby PERMANENTLY ENJOINED and RESTRAINED from:

(a) Distributing in any medium the BetUS corporate brochure, still available at <http://www.BetUS.com/images/pdf/BetUS-CorporateBrochure.pdf>, or any other brochure making similarly confusing uses of the NFL Marks;

(b) Distributing in any medium the "wallpaper" still available at <http://www.betus.com/nfl-football/wallpapers>, or any other "wallpaper" making similarly confusing uses of NFL Marks;

(c) Distributing in any medium the BetUS 2005-2006 Swimsuit Calendar, or any other calendar making similarly confusing uses of NFL Marks;

(d) Distributing in any medium the BetUS "NFL Schedule," still available at [http://www.betus.com/images/pdf/2006-2007\\_NFL\\_Football\\_Schedule\\_BetUS.pdf](http://www.betus.com/images/pdf/2006-2007_NFL_Football_Schedule_BetUS.pdf), or any other schedule making similarly confusing uses of NFL Marks;

(e) Displaying on a website any NFL Marks or any marks confusingly similar thereto;

(f) Displaying on any billboard or in any other form of mass media advertising, including newspapers, magazines and journals, advertisements preeminently displaying NFL team jerseys or any other of the NFL Marks;

(g) Using the NFL Marks in connection with any "fantasy football" game or promotion;

(h) Distributing in any medium the BetUS "2006 Football Playbook," or any other "playbook" or brochure making similarly confusing uses of NFL Marks;

(i) Making any other use, in whole or in part, of any NFL Marks or any marks or designations confusingly similar to, or likely to dilute or detract from, whether through blurring or tarnishment, any NFL Marks without the express authorization of the NFL, NFL Properties and/or the relevant Member Club;

(j) Representing by any means whatsoever, directly or indirectly, that any goods, services, promotions, contests, sweepstakes or giveaways offered by BetUS are authorized, sponsored, licensed, endorsed or promoted by, or otherwise affiliated with, the NFL, NFL Properties or any Member Clubs without the express authorization of the NFL, NFL Properties and/or those Member Clubs;

(k) Doing any other acts or things calculated or likely to cause confusion or mistake in the minds of the public or to lead consumers into the false belief that any goods, services, promotions, contests, sweepstakes or giveaways offered by BetUS are authorized, sponsored, licensed, endorsed or promoted by the NFL, NFL Properties or any Member Clubs, or are otherwise affiliated with or connected to the NFL, NFL Properties or any Member Clubs, and otherwise unfairly competing with the NFL, NFL Properties or any Member Clubs;

(l) Using tickets to NFL games for any advertising, promotional or other commercial purpose (including in connection with contests, sweepstakes and giveaways) without the express authorization of the NFL, NFL Properties and/or the relevant Member Club; and

(m) Transmitting or taking any bets or wagers or transmitting information assisting in the placing of bets or wagers on NFL games by means of any website, communication facility or other medium that makes unauthorized use of NFL Marks.

2. Plaintiffs are entitled to damages, costs and reasonable attorneys' fees, in an amount to be determined in an inquest.

3. To aid the Court in determining such damages, Plaintiffs may serve requests upon Defendants and third parties to discover information relevant to Defendants' revenues and profits arising from their unauthorized conduct. Discovery


requests directed to Defendants may be served by email by sending such requests to any of the email addresses listed on the BetUS website, www.betus.com, with a confirmation copy by air mail. Defendants shall respond to all such discovery requests within 15 days of service. Plaintiffs shall inform the Court when they have completed their discovery, at which time the Court shall schedule an inquest.

4. Defendants shall deliver up for destruction all infringing materials in their possession or control and all means of making the same, in accordance with 15 U.S.C. § 1118.

5. Defendants shall recall from any and all channels of distribution any and all materials bearing the NFL Marks or any marks confusingly similar thereto, and shall take affirmative steps to dispel the false impressions that heretofore have been created, including but not limited to corrective advertising directed to consumers.

6. Defendants shall file with the Court and serve on counsel for Plaintiffs within thirty (30) days after entry of this order, a sworn written statement setting forth in detail the manner and form in which Defendants have complied with the order.

SO ORDERED this 24 day of Jan, 2007.

  
HONORABLE LEWIS A. KAPLAN  
UNITED STATES DISTRICT JUDGE